

Requisition # K-135850
Project: Low Voltage Wiring Service
Contract at Pocatello & Rigby

INTENTION TO RESPOND
No Fax Cover Sheet Is Required

FAX BACK:

Your assistance is requested. Please fax back immediately.

To:
Idaho Transportation Department
Purchasing Section
PO Box 7129
Boise, Idaho 83707-1129

FAX TO: 208-334-8824

Bid Opening Date: November 18, 2004
2:00 P.M., MST

Please check all that apply

_____ Company intends to prepare and submit a proposal to the requisition listed above.

_____ Company does not plan to respond.

_____ Other Message/Comments: _____

Company Name _____

Individual/Owner's Name _____

Mailing Address _____

City _____ State _____ Zip _____

Contact Person _____
(Please Print)

Phone # _____ Fax # _____

REQUEST FOR QUOTATIONS

October 27, 2004
Requisition # K-135850
Project: Low Voltage Wiring Service Contract

Mail or Deliver Bids to:

Idaho Transportation Department
Supply Services
3311 West State Street
P.O. Box 7129
Boise, Idaho 83707 1129

BID CLOSE DATE: November 18, 2004 @ 2:00 PM MST

The scope of work on this project consists of furnishing all materials, equipment and labor for the **Low Voltage Wiring Service Contract at Pocatello and Rigby**, as per the specifications contained in requisition **K-135850**. A pre-bid walk through is not required. The contact person for the Pocatello area is Steve Watkins at (208) 239-3308 and the contact person in the Rigby area is Herb Drexler at (208) 745-5647.

The State Contractors License Board shall license bidders in the State of Idaho.
Public Works Contractors License #: _____

Bids must be accompanied by an acceptable guaranty in an amount not less than five percent (5%) of the bid amount, certified check, or cashier's check drawn on an Idaho bank or a bidders bond. Surety will be forfeited in the event of failure to sign the contract or furnish 100% Performance and Payment Bond or Government Obligation Proposal Bond.

NO BID ADJUSTMENTS WILL BE ACCEPTED – Any changes made to a bid must be submitted as a separate bid and all rules remain in effect. **ALL** required paperwork must be re-submitted.

If your questions are of a technical nature, please call Mr. David Brown at (208) 334-8894 or Brian Farrington at (208) 334-8846. Contact Mr. Rod Becker, Purchasing Agent, for any other information or clarification by telephoning (208) 334-8087.

THIS PAGE MUST BE SIGNED WITH AN ORIGINAL SIGNATURE IN ADDITION TO THE PROPOSAL DOCUMENTS.

FIRM NAME: _____

STREET/PO BOX: _____

CITY: _____ **STATE:** _____ **ZIP:** _____

PHONE NUMBER: _____ **FAX NUMBER:** _____

SIGNATURE: _____

As per proposal

INVITATION TO BID

ALL sealed Bids will be received and opened on November 18, 2004 @ 2:00 P.M., MST, at the Idaho Transportation Department, Supply Services Section, at 3311 West State Street, Boise, ID. Bidders and other interested parties are invited to be present at the bid opening. This is to furnish all materials, equipment and labor for the **Low Voltage Wiring Service Contract at Pocatello and Rigby**, as per the specifications contained in requisition number **K-135850**.

PUBLIC WORKS LICENSE REQUIRED

No bid will be considered unless accompanied by an acceptable guaranty in an amount not less than five percent (5%) of the total amount of the bid. This guaranty must be in the form of a certified check or a cashier's check drawn on an Idaho bank, made payable to the Idaho Transportation Department, or a bidder's bond. The bidder in the event of failure to sign the contract or furnish the necessary Performance and Payment Bonds may forfeit this surety.

The State Contractor's License Board shall license all bidders in the State of Idaho. The Idaho Transportation Department reserves the right to reject all bids or to accept the bid deemed best for the State of Idaho.

Dated this **22nd day of October**

ROD BECKER, PURCHASING AGENT
IDAHO TRANSPORTATION DEPARTMENT

Copies of Bidding Documents, Plan Holders Lists and other information may be obtained by contacting the Idaho Transportation Department, Supply Services Section, (208) 334-8872, (3311 West State Street, Boise, ID 83703) or by contacting your local Plan Room.

Publish: **11/1-5**

IMPORTANT NOTICE

BIDDERS, PLEASE NOTE

The following documents must be returned to the Idaho Transportation Department to allow your bid to be considered.

- 1.) **“Request for Quotations”** (1ST Page of Bid Packet) –
 - Public works License Number must be inserted
 - Page must be signed with an original signature.
- 2.) Proposal

Individual, Partnership, or Corporation

One of three, depending upon company structure, MUST be completed, signed and notarized
- 3.) Bidder must complete Bid Schedule
- 4.) Bidder must complete Domicile Form
- 5.) **Subcontract form SC-1 Must be returned**
- 6.) A 5% Bidders Bond
- 7.) **All Addendum's** Must be Signed and returned with your Bid Proposal
It is the Bidders responsibility to verify if addendum(s) were issue
- 8.) **ALL BIDS** must be submitted in a sealed enveloped, with the Requisition Number, and Bid Closing Date, clearly marked on the outside of the envelope.

DOMICILE

PREFERENCE FOR IDAHO DOMICILED CONTRACTORS ON PUBLIC WORKS (Idaho Code 67-234B - Effective July 1, 1982). To the extent permitted by federal laws and regulations, whenever the State of Idaho, or any department, division, bureau or agency thereof, or any city, county, school district, irrigation district, drainage district, sewer district, highway district, road district, fire district, flood district, or other public body, shall let for bid any contract for bid any contract to a contractor for any public works, the contractor domiciled outside the boundaries of Idaho shall be required, in order to be successful, to submit a bid the same percent less than the lowest bid submitted by a responsible contractor domiciled in Idaho as would be required for such an Idaho domiciled contractor to succeed over the bidding contractor domiciled outside Idaho on a like contract being let in their domiciliary state.

If the bidder is unsure of where their business is domiciled, the following "rule of thumb" may help!

- 1) Corporation: Domiciled where chartered.
- 2) Sole Proprietor: Domiciled where permanent headquarters of business located.
- 3) Partnership: Domiciled where permanent headquarters of business located.

COMPANY NAME: _____

STATE OF DOMICILE: _____

NOTE: THIS PAGE MUST BE RETURNED WITH YOUR BID!!!!

SPECIAL PROVISION IDAHO BUILDING

Furnish all materials, equipment and labor for the **Low Voltage Wiring Service Contract at Pocatello and Rigby**, as per the specifications contained in requisition number **K-135850**.

The following Special Provisions supplement or modify the 2004 State Standard Specifications for Highway Construction and SP-SA Special Provisions – State Aid.

The plans shall be supplemented by the Contractor for such working drawings as are necessary to adequately control the work.

Materials incorporated into this project shall be new and free from defects and of the best commercial quality for the purpose specified.

The 2004 Idaho Standard Specifications for Highway Construction may be purchased through the Idaho Transportation Department, Division of Highways in Boise, Idaho.

LIQUIDATED DAMAGES

The amount of Liquidated Damages for failure to complete the work on time of this project will be **\$100.00 per day**.

Contractor shall submit all required submittals within 30-days of contract signing. Authority to proceed will be given after building and foundation submittals are approved and returned to the Contractor, as well as, construction and material delivery schedules are established

CONTRACTOR'S NOTES

The Contractor shall indemnify, save harmless and defend regardless of outcome the State from the expenses of and against all suits, actions, claims, or costs, expenses and attorney fees that may be incurred because of any injuries or damages received or sustained by any person, persons, or property on account of the operations of the Contractor or his subcontractors; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect, or misconduct of the Contractor or his subcontractors; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising or recovered under the Workmen's Compensation Act or any other law, ordinance, order or decree.

The Contractor shall carry such public liability and property damage insurance that will protect him and the State from claims for damages for bodily injury, including accidental death, as well as for claims for property damages, which may arise from operations under the contract whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by either of them and the amounts of such insurance shall not be less than:

SPECIAL PROVISION IDAHO BUILDING

CONTRACTOR'S NOTES

- 1) Comprehensive General Liability Insurance with a minimum combined single limits \$500,000.00 each occurrence. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including employee acts), blanket contractual, contractor's protective, products and completed operations. Further, the policy shall include coverage for the hazards commonly referred to as XCU (explosion, collapse and underground). This protection may be provided by the subcontractor, naming the Prime Contractor and State as insured. This supplemental insurance must be submitted prior to the subcontractor starting XCU operations.

If the policies required by Comprehensive General Liability and Comprehensive Automobile Liability Insurance, has an aggregate limit, it shall not be less than a \$500,000.00 annual limit.

2. Comprehensive Automobile Liability Insurance with a combined single limit for bodily injury and property damage of not less than \$500,000.00 each occurrence with respect to contractor's owned hired, or non-owned vehicles, assigned to or used in performance of work. The policies required by Comprehensive Liability and Comprehensive Automobile Liability Insurance paragraphs above shall be endorsed to include the Department, its agents, officials, employees and the State of Idaho as additional insured's and shall stipulate that the insurance afforded the Contractor shall be primary insurance and that any insurance carried by the Department, its agents, officials, employees and the State of Idaho shall be excess and not contributory insurance to that provided by the Contractor. The insurance shall contain a severability of interests' provision.

The Contractor shall not commence work under the contract until he obtains all insurance required under this provision and furnishes a certificate or other form showing proof of current coverage to the State and to the railroad or railway company, when involved. All insurance policies and certificates must be signed copies. After work commences, the Contractor will keep in force all required insurance until written acceptance of the project.

In addition to the above-required Liability Insurance coverage, the Contractor shall carry Worker's Compensation Insurance as required by Idaho Code covering the Contractors' and Subcontractors' work force. Certifications of Workmen's Compensation Insurance shall correspond to the requirements for Liability Insurance certification included herein.

The certifications must state that no cancellations or changes of any of the required policies shall be effective without 30 days prior written notice to the State and railroad or railway company involved.

Upon written acceptance of the project by the State, the Contractor will be relieved of responsibility to the public for subsequent injury or damage on the project.

SPECIAL PROVISION IDAHO BUILDING

GENERAL

The Contractor shall supplement the plans for such working drawings as are necessary to adequately control the work. Materials incorporated into this project shall be new and free from defects and of the best commercial quality for the purpose specified.

The 2004 Idaho Standard Specifications for Highway Construction may be purchased through the Idaho Transportation Department, Division of Highways in Boise, Idaho. Where general and supplementary conditions and division 1-specification sections are referred to; current industry standards shall be followed. Owner shall be construed to mean the State of Idaho through the Idaho Transportation Department (ITD). Where approval of Architect or Engineer is required, it shall be construed to mean the Resident Engineer.

The contractor, before commencing work, shall purchase and maintain property insurance against fire with extended coverage, including loss or damage by vandalism and malicious mischief on this work to the full insurable value thereof, with insurance approved by the State and any loss made payable to the State, as his interest may be at the time of said loss. He shall furnish a copy of the insurance policy to the Engineer. No cancellation or change in this policy shall be effective without 30 days prior written notice to the Engineer.

INFORMATION GIVEN PRIOR TO AWARD

Oral explanations, instructions and interpretations given to bidders prior to award of contract will not be binding. It is the Department's intent to provide all bidders equal opportunity to access and acquire all available pertinent information necessary to formulate a responsive bid. Any information, specifications, plans, data or interpretations which the Department discovers is lacking and may be important to all bidders, will be furnished to all bidders in the form of an addendum, the receipt of which shall be acknowledged.

GUARANTEE

Excepting where certain portions of the work call for a longer period, all work shall be guaranteed for a minimum period of one year after the date of final acceptance; during the guarantee period, any repairs or replacements required because of defective workmanship or material shall be at the Contractor's expense.

WARRANTIES, GUARANTEES AND INSTRUCTION SHEETS

Three (3) copies of the manufacturer's warranties, guarantees, instruction sheets, and parts lists for all Contractors' furnished materials shall be turned over to the State upon completion of the project.

TEMPORARY UTILITIES

Contractor shall provide temporary power pole and power. The contractor shall visit the site and determine what measure, if any, he will have to take to provide for water for construction work, which may occur before the time that permanent services will be available.

SPECIAL PROVISION IDAHO BUILDING

TEMPORARY UTILITIES

The contractor shall make arrangements for and furnish at their own expense, all water, sanitary facilities and other utilities necessary for construction purposes. All utilities shall be at contractor's expense until final acceptance.

The Contractor shall provide and maintain weather protection and heating as required for the protection of the work from the beginning of the work until final completion, acceptance, or occupancy. Methods and extent of protection and heating shall be subject to the State's Approval.

PERMITS

The State will furnish the building permit, if required.

The Contractor shall obtain and pay for all other licenses and permits and shall pay fees and charges for connection to outside services to include, water sewer and electricity and use of public or private property for storage of materials, etc. The Contractor shall comply, without additional expense to the State, with all State, County and Municipal building ordinances and regulations insofar as the same are binding upon the State. ITD will reimburse the contractor for utility hookup fees at invoice costs.

CLEANING UP BUILDING

In addition to removal of rubbish and leaving the building rooms clean, the Contractor shall remove stains, spots, marks and dirt from decorated surfaces, clean hardware, remove paint spots and smears from all surfaces and clean fixtures, clean all glass; replace any broken glass.

PROTECTION

The Contractor shall, at all times, protect excavation, trenches and building from damage or cave-in; provide pumps, equipment or enclosures as required; remove and replace with new work any work damaged by failure to provide protection; provide and maintain guard lights at barricades, obstructions, trenches or pits adjacent to public thoroughfares. Replacement of damaged work will be at no additional cost to the Owner.

CODES

Contractor, including subcontractors, shall submit his bid in accordance with plans and specifications. If plans and specifications do not comply with any codes having jurisdiction in that particular place or construction, Contractor shall submit alternate price on any changes necessary to comply with such codes. If such alternates are not stated in bid, it shall be assumed that Contractor's base bid includes, to the best of his knowledge and experience, all work necessary to comply with such codes.

PRIOR APPROVAL

The references made to materials equipment, appliances or fixtures in the plans or these specifications, where manufacturers' products or brand names are specified, are made to show

SPECIAL PROVISION IDAHO BUILDING

PRIOR APPROVAL

standards for comparison only as to type, design character, or quality of the article desired, and are not for the purpose of restricting bidders to these products or brand names.

The term "or equal" as used herein shall be understood to mean equal to that specified for fulfilling the intended requirements in the judgment of the Engineer. THE BURDEN OF PROVING THE EQUALITY SHALL BE THE CONTRACTOR'S RESPONSIBILITY. The Engineer's decision shall be final. Shop drawings or manufacturer's literature for the substitute item and for the specified item shall be submitted to support the Contractor's requests on all substitutions.

All requests for approval of change in design of function of materials specified must allow 14 days review time, after receipt of all necessary documents, by the Engineer. Approval of submittals shall not relieve the Contractor from responsibility for deviations from the plans or specifications, unless he has, in writing, called the Engineer's attention to deviations at the time of submission, and obtained his written approval. Approval of submittals does not relieve the Contractor from responsibility for errors in shop drawings or literature.

SUBMITTALS

Minimums of five (5) complete submittals are required on all products, unless more are required in the Architectural Specifications.

Submittals shall contain:

Project name and number

1. Date of submission and dates of any previous submissions.
2. The names of the contractor, sub-contractor and manufacturer.
3. Contractors stamp, initialed or signed, certifying to review of submittal.
4. Identification of any deviation from Contract Documents.
5. Identify each submittal item by specification section, manufacturer, brand, trade name, number, size, rating, or whatever other data is necessary to properly identify and check materials and equipment. The words "as specified" are not sufficient identification.

AS-BUILT DRAWINGS

The Contractor shall provide the Engineer with three (3) complete sets of as-built drawings. As-built drawings shall provide detailed and accurate sizes, dimensions and locations of all work items covered under this contract. Contractor shall instruct the separate trades to keep accurate measurements and records of their installation, as the work proceeds. No measurement or payment will be made for as-built drawings, but the cost thereof shall be considered incidental to the items of work under this contract.

OPERATION, MAINTENANCE INSTRUCTIONS AND MANUALS

Train owner's personnel in the general use and maintenance of all installed equipment and accessories. Provide three complete copies of "Operations and Maintenance" manuals for the

SPECIAL PROVISION IDAHO BUILDING

OPERATION, MAINTENANCE INSTRUCTIONS AND MANUALS

owner's use. Manuals will identify all parts of equipment and show complete wiring diagrams. Manuals will include copies of warranties for all items.

WORK NOT NOTED, DETAILED OR SPECIFIED (Revised 9/29/03)

All work required for complete installation or assembly shall be included in the Contractor's bid. Where minor portions of required work are not noted, detailed, or specified, such work shall be done in accordance with proven construction practice or accepted industry standards at no additional cost to the owner. The Contractor shall be held responsible for verification of existing job conditions prior to bid. No additional cost shall be awarded to the successful contractor (or their subcontractors) after bids have been submitted and contracts awarded for failure to verify existing field conditions. Discrepancies between actual field conditions and contract documents shall be brought to the Architects/Engineers attention for alternative methods of installation prior to the bidding of this project.

DIMENSIONS AND MEASUREMENTS

The Contractor shall field verify all dimensions pertaining to the work and shall be responsible for the determination of all quantities of materials required for the work and for the accuracy of all dimensions of materials and items fabricated for this project. The Contractor shall not rely on the scale drawings in the project drawings for the determination of exact quantities or dimensions.

PERFORMANCE

Contractors interested in bidding this project shall carefully inspect the project prior to submitting his bid. Submission of a bid by any Contractor shall be accepted as prima facie evidence that he has examined these specifications and has satisfied himself as to the nature and location of the work and all other matters, which can in any way affect the work or cost thereof under the contract. Any failure of the Contractor to acquaint himself with all available information, including a physical survey of the site of the proposed work, shall not relieve him from successfully performing all the work required for a complete finished job.

BID SCHEDULE

All of the items shown or noted on the plans or in these specifications, which are not specifically a bid item, are considered incidental items. The cost of furnishing and installing all incidental items will not be paid for separately, but shall be included in the contract unit prices as bid, unless otherwise noted.

COORDINATION AND CONTROL

This work shall proceed in an effective sequence so as to eliminate unnecessary work stoppages at the building.

SPECIAL PROVISION IDAHO BUILDING

SUPERINTENDENT

The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during the progress of work. The superintendent shall be satisfactory to the Architect, and shall not be changed except with the consent of the Architect unless the Superintendent proves to be unsatisfactory to the contractor and ceases to be in his employ. Under this circumstance, the new superintendent shall also be satisfactory to the Architect. The superintendent shall represent the Contractor and all communications given to the superintendent shall be as binding as if given to the Contractor. Important communications will be confirmed in writing.

SPECIAL PROVISION ITEMS - MEASUREMENT AND PAYMENT (SP-1)

The accepted quantities of all Special Provision Items hereinafter specified will be measured by the units shown and paid for at the contract unit prices for such items, which price shall be full compensation for all material, labor, equipment, tools and incidental expense necessary to complete the item except as otherwise noted.

OWNERS USE OF BUILDING (Addition 12/1/03)

Owner reserves the right to occupy and/or use the building or portions thereof, including portions during the construction period and prior to final acceptance. Such occupancy and/or use shall not constitute acceptance of the Work or any part thereof. The contractor shall take special care to insure that no unnecessary disruptions or normal routines will occur at the project work site. Access to and egress from buildings, grounds, services areas, drives, and streets shall be maintained at all times. Temporary disruptions of building services, equipment, etc... shall be scheduled with the Owner. Normal functions shall be restored as quickly as possible.

BID SCHEDULERequisition Number: K-135850

TO: State of Idaho
Idaho Transportation Department

Gentlemen:

The Bidder in compliance with your invitation for bids for a Low Voltage Wiring Service Contract for Idaho Transportation Department in the Pocatello and Rigby Areas, having examined the specifications with related documents and the sites of the proposed work, and being familiar with all of the conditions surrounding the maintenance of the proposed project including the availability of materials and labor, hereby propose to furnish all labor, materials and supplies, and to provide the service in accordance with the Contract Documents, within the time set forth therein, and at the prices stated. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part.

Bidder hereby agrees to commence work under this contract upon receipt of a written "Notice to Proceed" of the Owner and to expeditiously complete the work. This contract will be in effect for a period of one year from commencement with provisions for two one-year extensions.

Hourly Rates for Labor:

Regular work hours Monday through Friday

(Regular Rate)

Journeyman \$_____ per hour x 320 hrs*=A \$_____

Apprentice \$_____ per hour x 320 hrs*=B \$_____

Other than regular hours Monday through Friday
And the first eight (8) hours on Saturday, including Holidays

(Overtime Rate)

Journeyman \$_____ per hour x 65 hrs*=C \$_____

Apprentice \$_____ per hour x 65 hrs*=D \$_____

At the discretion of the owner, the contractor may be requested to provide time cards for any work performed.

Material Cost:

Material and parts will be paid at Contractors invoice cost plus the following percentage markup. Shipping costs and sales tax will be paid at Contractors invoice cost without any markup. A copy of all invoices must be submitted with billings for any item exceeding \$100.00. The contractor may be requested to provide invoices for any items at the discretion of the owner.

1. Cost plus _____ percent

(Percent marup/100+1) x \$10,000 =M \$ _____

Total bid amount A+B+C+D+M =T \$ _____

*The annual labor and material costs factors are for bid evaluation only. The actual work performed in a one-year period will vary.

Bidder understands that the Owner reserves the right to reject any and all bids and to waive any informality in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 45 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, Bidder will execute the formal contract attached within 10 days and deliver a Surety Bond or Bonds as required by Article 7 of the Instructions to Bidders including paragraph 7.1.1.1 of the Supplementary Instructions to Bidders.

AWARD TO BE ALL “OR NONE”

PAGES 1 & 2 MUST BE RETURNED WITH YOUR BID DOCUMENTS

PROPOSAL

TO: IDAHO TRANSPORTATION BOARD
Idaho Transportation Department
Division of Highways

In compliance with your invitation for bids to be received: **November 18, 2004 @ 2:00 P.M., MST**. The undersigned certifies they have examined the location of work and/or materials sites, and has satisfied themselves as to the condition to be encountered, and that the plans, specifications, contract and method of payment for such work is understood. The undersigned hereby proposes to furnish all materials, equipment and labor for the **Low Voltage Wiring Service Contract at Pocatello and Rigby**, as per the specifications contained in Requisition Number **K-135850**.

On the acceptance of this proposal for said work the undersigned will furnish the 100% Contract Performance and Payment Bonds with approved and sufficient surety within 10 days after the contract is presented for signature.

Accompanying this proposal is a Bid Bond or Cashier's Check in the amount of five percent (5%) of the total amount bid.

By signature on this proposal (P-3, A, B or C), the bidder being duly sworn states that the firm, association or corporation to whom this contract is to be awarded has not by or through any of its officers, partners, owners or any other person associated therewith, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this highway project, and is not financially interested in or otherwise affiliated in a business way with any other bidder on this project.

Page 1 of 2

BIDDER'S SIGNATURES REQUIREDTO BE EXECUTED BY **C O R P O R A T E** CONTRACTORS

Date _____, 2004

Name, Address and Phone Number of
Corporation: _____

Phone Number

Incorporated under the laws of the State of _____

Idaho Public Works Contractors License Number _____

Date qualified to do business in Idaho, pursuant to Section 30-501, Idaho Code - _____

Name & Address of President _____

Name & Address of Secretary _____

Name & Address of Treasurer _____

President, Vice President, etc... _____

Signature

State of _____, County of _____ ss

On this _____ day of _____, in the year _____, before

me _____, personally appeared _____,

(Notary Public)

known or identified to me to be the President or Vice President or Secretary or Assistant Secretary, of the
corporation that executed the instrument or the person who executed the instrument on behalf of said
corporation, and acknowledged to me that such corporation executed the same.

Notary Public for _____

Residing at _____

My Commission Expires on:

BIDDER'S SIGNATURES REQUIREDTO BE EXECUTED BY **PARTNERSHIP**

Date _____, 2004

Name, Address and Phone Number of Bidder:

Phone Number

Idaho Public Works Contractors License Number _____

SIGNATURE:

(Name & Title, as "Partner")

Address

(Name & Title, as "Partner")

Address

(Name & Title, as "Partner")

Address

THIS MUST BE SIGNED BY AT LEAST ONE GENERAL PARTNER

State of _____, County of _____ ss

On this _____ day of _____, in the year _____,

before me _____, personally appeared
(Notary Public)

_____, known or identified to me to be one

of the partners in the partnership of _____
(Partnership Name Signed to Instrument)

and the partner or one of the partners who subscribed said partnership name to the foregoing
instrument, and acknowledged to me that they executed the same in said partnership name.

Notary Public For _____

Residing at _____

My Commission Expires:

BIDDER'S SIGNATURES REQUIREDTO BE EXECUTED BY **SOLE PROPRIETOR**

Date _____, 2004

Name, Address and Phone Number of Bidder:

Phone Number _____

Idaho Public Works Contractors License Number _____

SIGNATURE:

(Name & Title, as "Owner")_____
Address_____
(Name & Title, as "Owner")_____
Address

State of _____, County of _____ ss

On this _____ day of _____, in the year _____,

before me _____, personally appeared
(Notary Public)

_____, known or identified to me to be the

person whose name is subscribed to the within instrument, and acknowledged to me that

_____ executed the same.

(he/she/they)

Notary Public For _____

Residing at _____

My Commission Expires on:

NOTE-THIS FORM IS NOT REQUIRED ON ALL BIDS!!!!

SUBCONTRACT REQUIREMENTS

PLUMBING, ELECTRICAL, HEATING & AIR-CONDITIONING WORK ONLY

1. If the contractor intends to subcontract plumbing, heating, air-conditioning or electrical work, they must complete this form, giving the name, address, and Public Works Contractors License Number, for any and all Subcontractors who shall, in the event the Contractor secures the contract and subcontracts the plumbing, electrical, heating or air-conditioning work under the contract. Failure to complete this form as required shall render any such bid submitted by a contractor non-responsive and void.
2. Contractors not intending to subcontract any such work named in the preceding paragraph shall leave the appropriate spaces below blank or indicated by writing in the "work shall be" **none**.
3. Subcontractors named in accordance with the provisions of Paragraph 1 must possess an appropriate Idaho Public Works Contractors License issued by the State of Idaho Public Works Contractors State License Board covering the contract work classification in which the subcontractors is named.
4. The following are the names, addresses, and Public Works Contractors License Numbers, who shall do the following designated specialty, work under the prime and/or general contract should I/we be award the prime or general contract:
 - a. Subcontractor for the **Plumbing** work shall be:
_____, Residing at _____
_____, Whose Idaho Public Works Contractor's License # is _____
 - b. Subcontractor for the **Electrical** work shall be:
_____, Residing at _____
_____, Whose Idaho Public Works Contractor's License # is _____
 - c. Subcontractor for the **HVAC** work shall be:
_____, Residing at _____
_____, Whose Idaho Public Works Contractor's License # is _____

NOTE: (If Required) THIS PAGE MUST BE RETURNED WITH YOUR BID DOCUMENTS!

SPECIAL PROVISIONS - STATE-AID

I. APPLICATION

These contract provisions shall apply to all work performed on the contract by the contractor with his own organization and with the assistance of workmen under his immediate superintendence and to all work performed on the contract by piece work, station work or by subcontract.

II. EMPLOYMENT LISTS, LABOR SELECTION, NON-DISCRIMINATION

A local public employment agency has been designated by the State to prepare the employment lists for the project.

All qualified unskilled labor shall be employed insofar as possible from lists furnished the contractor by the employment agency designated in the contract. The contractor may avail himself of the services of the employment agency for obtaining labor of the intermediate and skilled grade.

In the performance of this contract, within the limitations of Subsection 107.01 requiring employment of up to 95% Idaho residents, preference in employment shall be given to qualified honorably discharged Veterans of the United States Armed Forces.

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. Compliance with Regulations:
The Contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the U.S. Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination:
The Contractor, with regard to the work performed during the contract, shall not discriminate on the grounds of race, color, religion, sex or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment:
In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor, of the Contractor's obligations of this contract and Regulations relative to nondiscrimination on the grounds of race, color, religion, sex, or national origin.

4. Information and Reports:
The Contractor shall provide all information and reports required by Regulations and/or Directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the state of Idaho Transportation Department or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the state of Idaho Transportation Department or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance:
In the event the Contractor is in noncompliance with the nondiscrimination provision of this contract, the state of Idaho Transportation Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. Withhold progress payments until it is determined that the contractor is found in compliance;
 - b. Suspend the contract, in whole or in part, until the contractor or subcontractor is found to be in compliance with no progress payment being made during this time and no time extension made;
 - c. Cancel or terminate the contract for cause;
 - d. Assess against the contractor's final payment on this contract or any progress payments on current or future Idaho projects an administrative remedy by reducing the final payment or future progress payment in an amount equal to 10% of this contract or \$7,700, whichever is less.

6. Incorporation of the Provisions:
The Contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to subcontractor or procurement as the state of Idaho Transportation Department or Federal Highway Administration may direct as a means of enforcing the provisions, including sanctions for noncompliance, provided, however, that in the event a Contractor becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the state of Idaho Transportation Department to enter into such litigation to protect the interests of the State, and in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

III. LABOR PROVISIONS

The wages of labor shall be paid in legal tender of the United States, except that this condition will be considered satisfied if payment is made by a negotiable check, on a solvent bank, which may be cashed readily by the employee in the local community for the full amount without discount or collection charges of any kind. Where checks are used for payment, the contractor shall make all necessary arrangements for them to be cashed and shall give information regarding such arrangements. No fee of any kind shall be asked or accepted by the contractor or any of his agents from any person as a condition of employment on the project.

No employee shall be charged for any tools used in performing their respective duties except for reasonably avoidable loss or damage thereto.

Every employee on the work covered by this contract shall be permitted to lodge, board and trade where and with whom he elects and neither the contractor nor his agents nor his employees shall directly or indirectly require as a condition of employment that an employee shall lodge, board or trade at a particular place or with a particular person.

No charge shall be made for any transportation furnished by the contractor or his agents to any person employed on the work.

No individual shall be employed as a laborer on this contract except on a wage basis, but this shall not be construed to prohibit the rental of teams trucks or other equipment from individuals. No such rental agreement or any charges for feed, gasoline, supplies or repairs on account of such agreement, shall cause any deduction from the wages accruing to any employee except as authorized by the regulations hereinbefore cited.